

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 587-1244
E-mail Address: michael.b.clack@hawaii.gov

Provide the following information:

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- Facsimile Number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)
- Name of Contact Person
- E-Mail Address

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Procurement Notice: February 17, 2010

INVITATION FOR BIDS
NO. PSD 10-CPS/FS-22

SEALED BIDS
FOR
FURNISHING

SHELF STABLE READY TO EAT
KOSHER-CERTIFIED MEALS
FOR
CORRECTIONAL FACILITIES STATEWIDE

will be received up to and opened at 2:00 p.m. (HST)
on

March 1, 2010

in the Administrative Services Office Office, Department of Public Safety, 919 Ala Moana Blvd., Room 413, Honolulu, Hawaii 96814.

Questions relating to this bid solicitation shall be directed to Marc Yamamoto, telephone no. (808) 587-1215, fax no. (808) 587-1244.

CLAYTON FRANK, Director,
Department of Public Safety

Name of Company

PSD 10-CPS/FS-22

!! NOTICE TO OFFERORS !!

HAWAII PRODUCT PREFERENCE

The Hawaii products preference pursuant ACT 175, SLH 2009 maybe applicable for items specified. Persons wishing to certify and qualify a product not currently listed as a Hawaii Product shall submit a *Certification for Hawaii Product Preference* (form SPO-38) to: Department of Public Safety, Administrative Services Office – Procurement and Contracts Unit, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, no later than **February 19, 2010**. View the current Hawaii Products List on the State Procurement Office (SPO) website at <http://hawaii.gov/spo>, click on '*Procurement of Goods, Services, and Construction-Chapter 103D, HRS*'; under '*Procurement*', click on '*Preferences*', '*Hawaii Products*' and select '*Hawaii Products List*'.

For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). The form is available on the SPO webpage at <http://hawaii.gov/spo> under the '*Quick/inks*' menu; click on '*Forms for Vendors, Contractors, and Services Providers*' to view and complete form SPO-38 online go to http://www4.hawaii.gov/StateFormsFiles/spo-38rev10_8_09.pdf.

Late submittals for this solicitation will not be reviewed by this agency.

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____
(Contract Number) (IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to
include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its
debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

PSD 10-CPS/FS-22
SHELF STABLE READY TO EAT
KOSHER-CERTIFIED MEALS FOR
CORRECTIONAL FACILITIES STATEWIDE

Director
Department of Public Safety
State of Hawaii
919 Ala Moana Boulevard
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions Form AG-008 rev. (04/15/2009) by reference made a part hereof and available upon request submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted (was/were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: _____

Offeror is:

- ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawaii General Excise Tax License I.D. No.: _____

Payment address (other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____

(x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

*

Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

The following offer is hereby submitted for SHELF STABLE READY TO EAT KOSHER-CERTIFIED MEALS FOR CORRECTIONAL FACILITIES STATEWIDE, Department of Public Safety, as specified herein:

	<u>Approximate Annual Quantity</u>	<u>Unit Cost per Meal</u>	<u>Approximate Annual Cost</u>
1. Oahu Facilities			
Oahu Community Correctional Center	18,300 meals		
Halawa Correctional Facility	28,470 meals		
Waiawa Correctional Facility	-0-		
Women's Community Correctional Center	-0-		
Beef Stew Quantity per case: _____	5,198 meals	\$ _____	\$ _____
Cheese Tortellini Quantity per case: _____	5,198 meals	\$ _____	\$ _____
Chicken Quantity per case: _____	5,196 meals	\$ _____	\$ _____
Chicken Mediterranean Quantity per case: _____	5,196 meals	\$ _____	\$ _____
Chicken & Black Beans Quantity per case: _____	5,196 meals	\$ _____	\$ _____
Chicken & Noodles Quantity per case: _____	5,196 meals	\$ _____	\$ _____
Florentine Lasagna; Quantity per case: _____	5,198 meals	\$ _____	\$ _____
Pasta with Garden Vegetables; Quantity per case: _____	5,196 meals	\$ _____	\$ _____
Vegetarian Stew. Quantity per case: _____	5,196 meals	\$ _____	\$ _____
Total Estimated Annual Cost for Item No. 1			\$ _____
Flat rate shipping cost:	\$ _____ per _____ cases		

Offeror _____

	<u>Approximate Annual Quantity</u>	<u>COMPANY NAME Unit Cost per Meal</u>	<u>Approximate Annual Cost</u>
2. Hawaii Community Correctional Center	0 meals		
Beef Stew Quantity per case: _____	0 meals	\$ _____	\$ _____
Cheese Tortellini Quantity per case: _____	0 meals	\$ _____	\$ _____
Chicken Quantity per case: _____	0 meals	\$ _____	\$ _____
Chicken Mediterranean Quantity per case: _____	0 meals	\$ _____	\$ _____
Chicken & Black Beans Quantity per case: _____	0 meals	\$ _____	\$ _____
Chicken & Noodles Quantity per case: _____	0 meals	\$ _____	\$ _____
Florentine Lasagna; Quantity per case: _____	0 meals	\$ _____	\$ _____
Pasta with Garden Vegetables; Quantity per case: _____	0 meals	\$ _____	\$ _____
Vegetarian Stew. Quantity per case: _____	0 meals	\$ _____	\$ _____
Total Estimated Annual Cost for Item No. 2			\$ _____

Flat rate shipping cost: \$ _____ per _____ cases

Offeror _____

COMPANY NAME

3. Maui Facility

	<u>Approximate Annual Quantity</u>	<u>Unit Cost per Meal</u>	<u>Approximate Annual Cost</u>
Maui Community Correctional Center	972 meals		
Beef Stew Quantity per case: _____	108 meals	\$ _____	\$ _____
Cheese Tortellini Quantity per case: _____	108 meals	\$ _____	\$ _____
Chicken Quantity per case: _____	108 meals	\$ _____	\$ _____
Chicken Mediterranean Quantity per case: _____	108 meals	\$ _____	\$ _____
Chicken & Black Beans Quantity per case: _____	108 meals	\$ _____	\$ _____
Chicken & Noodles Quantity per case: _____	108 meals	\$ _____	\$ _____
Florentine Lasagna; Quantity per case: _____	108 meals	\$ _____	\$ _____
Pasta with Garden Vegetables; Quantity per case: _____	108 meals	\$ _____	\$ _____
Vegetarian Stew. Quantity per case: _____	108 meals	\$ _____	\$ _____

Total Estimated Annual Cost for Item No. 3

Flat rate shipping cost: \$ _____ per _____ cases

Offeror _____
COMPANY NAME

	<u>Approximate Annual Quantity</u>	<u>Unit Cost per Meal</u>	<u>Approximate Annual Cost</u>
4. Kauai Facility			
Kauai Community Correctional Center	-0-		
Beef Stew	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Cheese Tortellini	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Chicken	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Chicken Mediterranean	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Chicken & Black Beans	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Chicken & Noodles	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Florentine Lasagna;	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Pasta with Garden Vegetables;	0 meals	\$ _____	\$ _____
Quantity per case: _____			
Vegetarian Stew.	0 meals	\$ _____	\$ _____
Quantity per case: _____			

Total Estimated Annual Cost for Item No. 4

Flat rate shipping cost: \$ _____ per _____ cases

OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

Insurance: Commercial General Liability Insurance (Occurrence Form):

Insurance Company: _____

Policy Number: _____ Policy Period: _____

Offeror _____
COMPANY NAME

SPECIFICATIONS

SCOPE OF WORK

The Offeror shall provide shelf-stable ready to eat Kosher-certified meals for inmates on restrictive diets at various facilities operated by the State of Hawaii, Department of Public Safety. Currently there are 14 inmates at the Oahu Community Correctional Center, 26 inmates at the Halawa Correctional Facility, 0 inmate at the Hawaii Community Correctional Center and 1 inmate at the Maui Community Correctional Center.

The department request Offeror provide unit pricing for the other facilities currently without a population requiring a Kosher diet.

SPECIFICATIONS

Kosher entrees shall be packed in 10 ounces microwaveable, boilable trays, and remain "fresh" on the shelf for up to 2 years from production. The meals may vary in calories due to the variety of entrees; calories range from 220 cal through 410 cal; Fat from 5g - 19g; sodium from 450mg - 750mg. Offeror shall provide the following entrees: Beef Stew; Chicken; Chicken Mediterranean; Chicken & Black Beans; Florentine Lasagna; Pasta with Garden Vegetables; and Vegetarian Stew.

FACILITIES INCLUDED IN THIS SOLICITATION

HALAWA CORRECTIONAL FACILITY (HCF)
99-902 Moanalua Road
Aiea, Hawaii 96701
Attn: Mr. Carmelo Santiago-Lopez, Institutional Food Service Manager
Phone number: 485-1892

SPECIAL NEEDS FACILITY (HCF/SNF)
99-902 Moanalua Road
Aiea, Hawaii 96701
Attn: Mr. Herbert Sellers, Institutional Food Service Manager
Phone number: 485-1896

WAIAWA CORRECTIONAL FACILITY (WCF)
94-560 Kamehameha Highway
Waipahu, Hawaii 96797
Attn: Mr. Alvin Okada, Institutional Food Service Manager
Phone number: 677-6154 / 677-6148

OAHU COMMUNITY CORRECTIONAL CENTER (OCCC)
2199 Kamehameha Highway
Honolulu, Hawaii 96819
Attn: Mr. Jimmy Magallanes, Institutional Food Service Manager
Phone number: 832-1491/1492

WOMEN'S COMMUNITY CORRECTIONAL CENTER (WCCC)
42-477 Kalanianaʻole Highway
Kailua, Hawaii 96734
Attn: Mr. Ronald Nimcheski, Institutional Food Service Manager
Phone number: 266-9834

HAWAII COMMUNITY CORRECTIONAL CENTER (HCCC)
Hale Nani
3200 Kanoelehua Avenue
Hilo, Hawaii 96720
Attn: Ms. Mary N. Granger, Institutional Food Service Manager
Phone number: 981-5013 / 981-7283

MAUI COMMUNITY CORRECTIONAL CENTER (MCCC)
600 Waiale Drive
Wailuku, Hawaii 96793
Attn: Mr. Kirk Bode, Institutional Food Service Manager
Phone number: 243-5853

KAUAI COMMUNITY CORRECTIONAL CENTER (KCCC)
5350 Kuhio Highway
Lihue, Hawaii 96766
Attn: Mr. Ron Atendido, Institutional Food Service Manager
Phone number: 241-3054

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO-PC	= Department of Public Safety, Administrative Services Office - Purchasing and Contracts Sectopm, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	= Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	= Hawaii Revised Statutes
HAR	= Hawaii Administrative Rules
GC	= General Conditions Form AG-008 issued 04/15/2009 by the Department of the Attorney General.
IFB	= Invitation for Bids
RFP	= Request for Proposals
GET	= General Excise Tax

SCOPE

The Contractor shall provide SHELF STABLE READY TO EAT KOSHER-CERTIFIED MEALS FOR CORRECTIONAL FACILITIES STATEWIDE, shall be in accordance with these Special Provisions, the attached Specifications, and the GC by reference made a part hereof and available at the Department of Public Safety, ASO-PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96813, and on the internet at:
<http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

CONTRACT ADMINISTRATOR

For purposes of this contract, Mr. Frank J. Lopez, Corrections Program Services Administrator or his authorized representative as designated the Contract Administrator. Mr. Lopez can be reached at (808) 587-1266.

TERM OF CONTRACT

Contractor shall enter into a contract for a period of twelve (12) months commencing on the date specified on the Notice to Proceed. The tentative contract start date is March 11, 2010.

Unless terminated, the contract may be extended for not more than three (3) additional twelve-month periods or parts thereof, without the necessity of rebidding, upon mutual agreement in writing, provided the contract unit price remains the same or as adjusted for any allowable increase related to increased wages to public employees performing similar work.

RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;

2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 1. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
 2. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

HAWAII PRODUCTS PREFERENCE

In accordance with ACT 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii Products are available for those items noted on the offer form.

The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List' to view. See attached Hawaii Products Lists for approved items.

Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. *The responsibility for certification and qualification shall rest upon the person requesting the preference.*

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-38, *Certification for Hawaii Product Preference* (attached) and submit to the Procurement Officer no later than **February 19, 2010**, and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SFO-38 is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Quick/inks' menu;

click on '*Forms for Vendors, Contractors, and Service Providers*'.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HF items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SUBMISSION OF OFFER

Offeror shall submit the completed offer in a sealed envelope identified with the following information:

The words, "INVITATION FOR BIDS"
The Invitation for Bids number
The title of the Invitation for Bids
The date and time of bid opening
Attention: ASO, Purchasing and Contracts

Offers shall be received at the ASO-PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the ASO-PC time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 413. This may cause a delay in receipt by the ASO-PC and the offer may reach the ASO-PC after the deadline, resulting in automatic rejection.

OFFER PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4% rate for all islands except Oahu, and 4.5% for the island of Oahu only, which includes the .5% assessment for the County Surcharge Tax (CST); and also liable for the applicable Use tax at the current at the rate of .5%. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments

Bid Prices. Bid price shall include all labor, equipment, materials, all applicable taxes and all other expenses incurred to provide products as specified herein. The bid prices shall be the all-inclusive cost to the State, excluding shipping costs, no other charges will be honored, unless addressed herein. Offeror shall make an offer for all items to qualify for award consideration.

Multiple or Alternate Offers. Multiple or alternate offers are not allowed and shall be rejected.

Offer Guaranty or Bid Bond. An offer guaranty is not required for this solicitation.

Offeror Qualifications. Offeror shall complete information on the Offer Form pages where Offeror qualification information is requested. Offeror shall submit to the State, at the time of offer submittal or upon the State’s request, a copy of whatever State licenses are required to provide the services specified herein.

Insurance. Offeror shall provide insurance information as requested on Offer Form, page OF-4.

INSPECTION OF OFFERS

At the bid opening, all offers may be inspected after having been publicly read, provided that only one offer be inspected at a time and that no offers shall be permitted to leave the bid opening room.

After the formal procedure of bid opening, all offers will be evaluated for award recommendation. During this period, offers will not be available for inspection.

AWARD OF CONTRACT

Method of Award. Award, if made, will be to the qualified responsive and responsible Offeror submitting the lowest estimated annual cost for a geographic area (bid item no.). Offeror shall make an offer on all items to qualify for award consideration.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section within five working days from the date of the request.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the **ASO-PC**. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at <http://hawaii.gov/dcca/areas/breg/online/>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the **ASO-PC** as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

DISQUALIFICATION OF OFFERORS

An Offeror shall be disqualified and his offer automatically rejected for any one or more of the following reasons: proof of collusion, in which case, all offers involved in the collusive action will be rejected and any participant to such collusion shall be barred from future solicitations until reinstated; Offeror's lack of responsibility and cooperation as shown by past work or services; Offeror being in arrears on existing contracts with the State or having defaulted on previous contracts; Offeror's lack of proper equipment and/or sufficient experience to perform the work contemplated; Offeror does not possess proper license to cover the type of work contemplated, if required; Offeror's delivery of the offer after the deadline specified in the public notice calling for offers, or as amended, except as allowed in Section 3-122-29(1), HAR; or Offeror's failure to pay, or satisfactorily settle, all bills overdue for labor and material on former State contracts at the time of issuance of solicitation.

OFFER ACCEPTANCE

Acceptance of an offer, if any, will be made within sixty (60) calendar days after the opening of offers, and the prices quoted by the Offeror shall remain firm for the sixty (60) day period.

CONTRACT EXECUTION

The successful Offeror receiving an award shall be required to enter into a formal written contract. Performance and payment bonds are not required for this contract.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If the option to extend for each twelve-month period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for each extended period.

PRICE ADJUSTMENT

Bid prices quoted shall remain firm for the first twelve (12) months of this contract. Request for a price adjustment shall be made on the eleventh month of the contract. The first request shall be made no earlier than February 10, 2011. Approved price adjustments shall be made effective on the first day of the extended period.

Requests shall be accompanied with documentation justifying the price adjustment. Documentation shall include, but not limited to, cost pricing data at the time of the bid submittal and cost pricing data for the requested price adjustment. Costs may include cost elements such as increase in production costs, wholesaler increases, and shipping costs, in no case shall the costs for overhead or additional profit be considered.

LIABILITY INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

Coverage	Limits
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Administrative Services Office – Purchasing and Contracts Section, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814."
2. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

INVOICING

An original plus one (1) copy to:

Department of Public Safety
Corrections Program Services
919 Ala Moana Blvd. Rm 405
Honolulu, HI 96814;

and one copy sent directly to the ordering facility. Contractor shall reference the purchase order number, and contract number on the invoice.

The invoice shall indicate the price per unit, the quantity delivered, and the calculated price extension. Applicable Hawaii General Excise Tax shall be shown separately and added to the calculated price extension total on the invoice.

PAYMENT

Payment for services rendered under this contract shall be paid by purchase order.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory performance of the services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract that requires payment within a shorter period or interest payment not in conformance with statute.

CONTRACT MODIFICATION

The State reserves the right to add or delete equipment or modify the scope of service as a result of any future changes to the system. Any change requested by the State shall be effective upon the execution of a contract modification or supplemental agreement.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per scheduled calendar day for each and every day the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages may be deducted from any payments due or to become due to the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

RECORDS RETENTION

The Contractor and any subcontractor(s) shall maintain the books and records that relate to the contract and any cost or pricing data for three (3) years from the date of final payment under the contract.

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

<http://www.hawaii.gov/spo>

Click on the "Awards" link.

Click on the "Contracts for Goods, Services and Construction" link

Click on the "Search" link

Select method of solicitation from Method drop down box.

Select "Public Safety" from Department drop down box, then click Search

Review descriptions and select "Contract/PO No." link to view award information.



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii

Requester:

2. dba:

3. Hawaii General Excise Tax Number:

4. Business Address

5. Email Address

6. Contact Person

7. Phone Number:

Submit one (1) form for each product.

8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):

9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO, USDA, etc.) :

10. Product available on: ☐ Oahu ☐ Maui ☐ Hawaii ☐ Lanai ☐ Kauai ☐ Molokai

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.

☐ Yes or ☐ No If yes, skip to number 14.

12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the State of Hawaii. Fill in every line in column s A, B, & C	A Hawaii Input	B Non- Hawaii input	C Total A + B
a	Cost of direct materials to mine, excavate, produce, manufacture, raise, or grow the materials in the State of Hawaii.	\$_____ per unit	\$_____ per unit	\$_____ per unit
b	Cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	\$_____ per unit	\$_____ per unit	\$_____ per unit
c	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the State of Hawaii	\$_____ per unit	\$_____ per unit	\$_____ per unit
d	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the State of Hawaii used in the production or manufacturing of a product.	\$_____ per unit	\$_____ per unit	\$_____ per unit
e	Totals	\$_____ per unit (Add Column A)	\$_____ per unit (Add Column B)	\$_____ per unit (Add Column C)

13. Percent of Hawaii Input _____ % (12e. Column A Total ÷ Column C Total)

14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.

Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.

In the event of any change that materially alters the offeror's ability to supply the certified Hawaii products, the offeror shall immediately notify the chief procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3).

I certify, under penalties set forth in HRS §103D-1002, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.

Signature of Authorized Representative: _____

Date: _____

Print Name of Authorized Representative: _____

Title: _____

GOVERNMENT USE ONLY

☐ APPROVED ☐ DISAPPROVED

Procurement Officer Signature _____

Government Agency _____

Print Name _____

Date _____